



DOUGLAS A. DUCEY  
GOVERNOR

# Arizona Department of Corrections

1601 WEST JEFFERSON  
PHOENIX, ARIZONA 85007  
(602) 542-5497  
[www.azcorrections.gov](http://www.azcorrections.gov)



CHARLES L. RYAN  
DIRECTOR

August 31, 2015

Cochise County  
1415 W. Melody Lane, Bld. C  
Bisbee, AZ 85603

To Whom It May Concern:

An internal audit was conducted at our facility with the start of Fiscal Year 2016. It was discovered that invoicing for transportation costs was not being done as outlined within the Inmate Labor Contracts to read:

- A. "In addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s)."

As a result, our Agency will begin invoicing for these transportation costs beginning July 01, 2015. The ADOA, GAO prevailing rate is currently forty-four and one-half cents (44.5 cents) per mile. Those entities sharing inmate transportation will have that factored into their overall cost. Remit payments must be made by separate warrant and sent to:

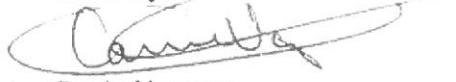
Arizona Department of Corrections  
Financial Services Bureau  
Attn: Ashley Ruiz – Business Administrator  
1645 W. Jefferson Street  
Phoenix, AZ 85007

You will be receiving correspondence from Ms. Ruiz soon and you can direct any questions to her at (602) 364-3789.

Thank you for your prompt attention to and understanding in this matter.

CLV/

Sincerely,

  
Carrie Vasquez  
Business Administrator  
ASPC-Douglas / Business Office

C:  
File

STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson Street, Mail Code 55302  
Phoenix, Arizona 85007-3002

**INMATE WORK CONTRACT**

This **Contract** is entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of its **Arizona State Prison Complexes – Douglas, Safford/Fort Grant and Tucson**, hereinafter known as the **Department**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

**IN WITNESS WHEREOF**, the parties hereto agree to carry out the terms of this Contract.

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**COCHISE COUNTY BOARD OF SUPERVISORS**  
**FEDERAL TAX ID# 86-6000398**

**ARIZONA DEPARTMENT OF CORRECTIONS**

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
<b>James E. Vlahovich</b>		<b>Michael P. Kearns</b>	
Typed Name		Typed Name	
County Administrator		Division Director, Administrative Services	
Typed Title		Typed Title	
1415 Melody Lane, Building G		1645 West Jefferson Street, Mail Code 328	
Bisbee, Arizona 85603		Phoenix, Arizona 85007-3002	
Address		Address	

Additional Signatures as Applicable

Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
Typed Name		Typed Name	
Typed Title		Typed Title	

Prepared by: Stephen Castillo, Senior Procurement Specialist  
Date: May 29, 2015

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**WITNESSETH**

**WHEREAS**, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

**WHEREAS**, the Contractor is authorized by A.R.S. § 11-251, et seq. to enter into agreements for services, and;

**WHEREAS**, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

**WHEREAS**, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

**WHEREAS**, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

**WHEREAS**, the Contractor has a need for a labor force to support its Public Works and projects, and;

**WHEREAS**, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Douglas, Safford/Fort Grant and Tucson, as identified herein.

**NOW, THEREFORE**, the Department and the Contractor do hereby agree as follows:

**1 THE CONTRACTOR AGREES:**

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs Utilizing Contractor Supervision and/or Inmate Work Programs Utilizing On-Site Correctional Officer Supervision(s) (CO) included as Attachment #1 of this contract.
  - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
  - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
  - 1.2.3 Contractor shall keep ADC checker informed of work location. Should the work location change, the Contractor must notify the assigned ADC checker prior to moving to the new work location.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

- 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
  - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
  - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site [www.azcorrections.gov](http://www.azcorrections.gov).
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.

- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
  - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
    - 1.12.2.1 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
    - 1.12.2.2 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
  - 1.12.3 Failure on the part of the Contractor to respond to the request for corrective action from the Department under circumstances described in Paragraphs 1.12.1 and 1.12.2 above shall result in the immediate suspension of the work program.
    - 1.12.3.1 The parties to this Contract may meet to discuss resolution.
    - 1.12.3.2 If resolution cannot be achieved, this Contract shall be terminated.
    - 1.12.3.3 The Contractor shall make final payment to the Department as directed herein.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If Applicable, to provide transportation of inmate workers to and from selected work site(s) in Contractor owned vehicles.
- 1.14.1 Inmate workers **shall not** be transported in privately owned vehicles at any time.
- 1.15 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.16 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.

- 1.17 That on or before the 15<sup>th</sup> business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex applicable and sent to the following addresses:

Arizona State Prison Complex – Douglas  
Attention: Business Manager  
P.O. Box 3867  
Douglas, Arizona 85608-3867

Arizona State Prison Complex – Safford/Fort Grant  
Attention: Business Manager  
896 South Cook Road  
Safford, Arizona 85546

Arizona State Prison Complex – Tucson  
Attention: Business Manager  
P.O. Box 24400  
Tucson, Arizona 85734-4400

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.19 To insure that applicable law enforcement/traffic control is present if the job activity requires that an inmate step on the active portion (blacktop) of Interstate Highways.
- 1.20 To have and maintain all required Arizona Department of Transportation permits that are applicable and to comply with the Traffic Control requirements outlined in the permits.
- 1.21 In the event of an inmate escape, the Contractor shall immediately contact the Department and the police department.
- 1.22 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
- 1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.18.5 Designated off-road mobile equipment may be:
- 1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

**2 THE DEPARTMENT AGREES:**

- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Cochise County, Inmate's scope of work will support the Public Works and Projects for landscapers, grounds keepers, janitors, mechanics, electricians, construction technicians, construction laborers, HVAC repairmen, cement finishers, equipment operators, computer technicians, electronic equipment installers, paint & body repairmen, plumbers, production line workers, clerical workers, welders and painters.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work hours and number of inmates shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 If the Contractor is not able to provide transportation, the Department may agree to provide transportation of inmates to and/or from the work site at the State prevailing rate.
- 2.6 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.7 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.8 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
  - 2.8.1 An inmate fails to remain at the work site.
  - 2.8.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.9 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.10 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.11 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.12 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.13 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.

- 2.14 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.15 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15.1 All verbal communications between the Department and the Contractor regarding security/safety issues or work site alterations shall be documented in writing for file.
- 2.15.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 2.16 To invoice the Contractor for payments due no later than the fifth (5<sup>th</sup>) business day of each month. Invoices shall identify the following:
- 2.16.1 Inmate name and ADC number
- 2.16.2 Hours worked
- 2.16.3 Rate of pay
- 2.16.4 Mileage (if applicable)
- 2.16.5 Vehicle repair expense (if applicable)
- 2.16.6 Total amount invoiced
- 2.17 Invoices for CO supervision shall identify at a minimum the following:
- 2.17.1 CO name(s)
- 2.17.2 CO hours worked including overtime hours, if applicable
- 2.17.3 Total amount invoiced
- 2.18 That invoices shall be sent to the Contractor at the following address:

Cochise County Board of Supervisors  
Attn: Administrative Services Manager  
619 Melody Lane  
Bisbee, Arizona 85603

### 3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **June 30, 2015**.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 Upon termination of this Contract as permitted herein, all remaining monetary obligations up to the termination date shall be satisfied as follows:
- 3.3.1 All outstanding payments for services provided by the terms of this Contract shall be forwarded to the Department by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within ten (10) calendar days after termination of the Contract.
- 3.3.2 Payments made by the Contractor to the Department shall be in agreement with the Department's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, then the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
- 3.4 If a discrepancy in payment, or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) workdays after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.5.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.5.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.7 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 3.8 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.9 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.10 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.11 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.11.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.12 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.13 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.14 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.15 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.16 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.17 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

- 3.18 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:  
A.R.S. § 13-2505:  
ADC Department Order 708

3.19 Unlawful Sexual Conduct

3.19.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

3.19.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.19.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.19.4 Unlawful sexual conduct; correctional facilities; classification; Definition  
A.R.S. § 13-1419.

- 3.20 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.21 Contraband

3.21.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority           A.R.S. § 13-2501  
                          A.R.S. § 13-2505  
                          ADC Department Order 708

- 3.22 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.23 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.24 E-Verify Requirement
- 3.24.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 3.25 **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION**

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.